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threads of this kind on 125 pairs of hose couplings or on 75 two-outlet street hydrants in a day. A few hydrant nipples and undersized male couplings were cracked while being expanded, either because the shells were very thin or the composition of the metal was inferior in character. The results of this first field test of such work encourage the belief that such standardization is practicable and satisfactory in the case of undersized fittings down to an outside diameter of $2\frac{3}{4}$ inch. It is now desirable to obtain authority to standardize oversized fittings with outside diameters of $3\frac{5}{8}$ inches or $3\frac{3}{4}$ inches. If these field tests prove as satisfactory as those made in the suburbs of Trenton the standardization of fittings in municipalities generally can be undertaken with the certainty of a successful outcome.

F. M. GRISWOLD.

A STANDARD FORM OF CONSTRUCTION CONTRACT

Members of the Association who attended the St. Louis convention will recall that the president of the American Society of Engineering Contractors, Albert P. Greensfelder, made an informal address on the subject of a standard form of contract for construction, which led to the appointment of a committee of the American Water Works Association to investigate the subject. The informal address referred to was printed in the JOURNAL of December, 1918, and the report of the committee appeared in the number for September, 1919. The report was sent to Mr. Greensfelder, as the original mover of the investigation, and the following comment on it has been received from him:

We cannot concur that it is wise to have lawyers continue to defend bad practices. We believe that it is up to progressive associations to present good practices. Contracts that are equitable and fair to both parties tend to reduce legal controversies. We do not take issue so much with specifications drawn by older and more experienced members of your Association, but rather with those presented by inexperienced men. It would surely seem to be the province of an Association as enterprising and progressive as yours to protect the interests of water-works owners by drafting an equitable form of contract. Enforcing the use of such a contract would be unnecessary, as custom will gradually bring it into current use, as the forms adopted by the American Institute of Architects have demonstrated.

The history of standard forms of contract in other fields than that of water works has been a record of very slow progress even when

their use today is quite general. The most signal case is that of the forms of the American Institute of Architects; practically the same arguments concerning such forms were advanced by architects years ago as will be found in the report of our own committee, yet today very few architects use any other forms. No work done by that Institute has ever been more helpful to all concerned in the building industry than the standardization of contract forms, yet when the work was begun very few indeed realized its importance. It should be kept in mind that standardization of contract forms rather than of specifications is under discussion.

The writer happens to have been associated in some of the standardization of specifications which has been quite generally adopted by civil engineers, and also in the standardization of contract forms for road work. The two kinds of standardization are quite unlike in the amount of detail investigation involved, and the committee which attempts to propose standard contract forms will find a long task ahead of it, much longer than in the standardization of specifications. It has been the writer's opinion that the subject was one for the American Society of Civil Engineers rather than for an association devoting itself to all phases of the work of one class of public utilities, like our own. Nevertheless if this Association can find men who are willing to serve on a committee which will have an enormous amount of detail work to perform, it can accomplish a result which will add distinction to its name and increase its prestige as a national technical organization which gets desirable things done.

There can be no question that many forms of contract offered to contractors today are unfair, and that the contractor agrees to them only because he is confident that the unfairness is intended to keep away incompetent men and not to be used as a club on those who are competent. The committee states this in more diplomatic language in its report, but the thought seems to be the same in both forms of expression. This is not good public policy, for in the long run subterfuges make more trouble than they do good. Every engineer knows that a great deal of work is going on today under forms of contract which are a reflection on his fairness, if literally interpreted. Mr. Greensfelder is right in contending that it is time for the engineer to insist on fairness in contract forms, even if it is necessary for the lawyer to give real thought and study to methods of achieving equity in contract provisions, along with proper protection for his client. In other words, the lawyer has shouldered the engineer and manager

off this particular field of construction activities long enough, he has succeeded in complicating it to such an extent that some contracts ought not to be signed by any contractor without a legal guarantee that they do not mean what they say, and the time has certainly come, with all the readjustment of our country's business relations, for the drafting of contract forms for engineering construction which are equitable to all parties and perfectly clear in their meaning when the words in them are employed with every-day significance.

JOHN M. GOODELL.